

**[DRAFT]**

*The Parties*

This is an agreement between Southside Special Services of Marion County (“SSSMC”), a government entity created by interlocal agreement located at 5391 Shelby St, Indianapolis, IN 46227 and \_\_\_\_\_ (“School”).

*SSSMC Responsibilities:*

1. SSSMC agrees to make available up to \_\_\_\_\_ spaces at the RISE Learning Center for students enrolled at School whose “Least Restrictive Environment” as defined by applicable law is a placement at the RISE Learning Center. The number of spaces available in each school term will be decided by the parties prior to August 1 of each year this Agreement is in effect.
2. SSSMC will consider the placement of any student at the RISE Learning Center on a case-by-case basis. SSSMC personnel will have the opportunity to review a student’s educational records and participate in a case conference for any student prior to approving the placement. A student’s case conference committee will make the placement decision for the student, but SSSMC will have the sole ~~final determination of whether the~~ authority to decide whether or not to accept a student ~~School’s student will~~to be educated at the RISE Learning Center.
3. SSSMC will provide special education and related services requested by the School to the School’s students on an hourly basis as follows:
  - a. Evaluations for special education eligibility:  
~~\$TBD/hour~~ \$1,200/evaluation
  - b. Occupational Therapy: \$57.00/hour
  - c. Physical Therapy: \$52.00/hour
  - d. Deaf & Hard-of-Hearing: \$60.00/hour
  - e. Blind & Low Vision: \$74.00/hour
  - f. Autism Spectrum Disorder consultation: \$60.00/hour
  - g. Consultation and related services for individual special education issues such as IEP development and dispute resolution:  
\$76.00/hour
  - h. Consultation or professional development on special education administration or overall program development: \$76.00/hour

4. After consultation with the School and only with the School's consent SSSMC may engage third parties selected by SSSMC such as attorneys or medical professionals to provide services acceptable to the School. The School agrees to pay the third parties directly for such services at the rates agreed upon by the third parties and the School.

#### *School Responsibilities*

5. School agrees to pay SSSMC a per-student tuition amount for each student ~~103% of the daily per pupil operating cost amount calculated under SSSMC's transfer tuition policy as tuition for the time that a student is~~ placed at RISE Learning Center. ~~The tuition amount for each student will be determined by mutual agreement between School and SSSMC and documented using a supplemental agreement similar to Exhibit A before each student starts at RISE Learning Center.~~
6. School agrees to pay to SSSMC the amounts due for hourly services provided by SSSMC under this agreement. School also agrees to provide for or reimburse SSSMC for the cost of any student-specific adaptive equipment required by a student provided services under this Agreement.
7. Amounts due will be invoiced no less than on a monthly basis. Invoices must be paid by the School within 45 days. A 1.5% compounding monthly interest fee will be applied to overdue invoice.
8. When working with SSSMC representatives, the School agrees to collaborate in good faith to implement SSSMC's recommendations. If the School does not agree with implementing SSSMC's recommendations, SSSMC has sole discretion to discontinue consulting on the pending issue.
9. *Term and Termination:* This Agreement will commence on the date it is completely executed and continue until terminated. Either party may terminate the Agreement without cause or reason 60 days after a party receives written notice from the other party. In the event that the Agreement is terminated, the School must pay SSSMC for all fees incurred through the termination date.

10. *Student Records:* Both parties recognize that each may be considered a “school official” of the other under the Family Educational Rights and Privacy Act (FERPA) and the School will take effective steps so that SSSMC representatives are recognized as such. SSSMC will be provided appropriate access to student information in any School student information system. The parties agree that any information from student records exchanged under this Agreement will be kept confidential and will be used only to provide the services described in this Agreement. Neither party may redisclose information obtained from student records obtained in connection with this Agreement to any third party unless consistent with the law. Upon termination of this agreement, all information from student records will be returned to the party who provided it.
11. *Confidentiality:* In the course of performing under this Agreement, each Party may receive or acquire confidential information, including: (a) all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer data base or computer readable form, as well as (b) any information identified as confidential of the other Party. The Parties, including their employees, agents or representatives, shall: (a) not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement; (b) only permit use of such Confidential Information by employees, agents and representatives necessary in connection with performance under this Agreement or the underlying prior relationship; and (c) advise each of their employees, agents, and representatives of their obligations of confidentiality. This provision shall not apply to information which is lawfully obtained from third parties or was previously known or developed by either Party independently of the other Party.
12. *Indemnification:* The School will defend, indemnify, and hold harmless SSSMC, its directors, officers, employees, and agents, from and against any complaint, claim, due process claim, liability, loss or expense (including attorney fees) arising directly or indirectly out of any allegation of an act, failure to act, or willful misconduct of the School directors, officers, employees, or agents. SSSMC will defend, indemnify, and hold harmless School, its directors, officers, employees, and agents, from and against any complaint, claim, due process claim, liability, loss or expense (including attorney fees) arising solely out of any act, failure to act, or

willful misconduct of SSSMC's directors, officers, employees, or agents in the performance of this Agreement. Any obligation to hold harmless will be limited in substance by statutes designed to protect and limit the exposure and liability a party as an instrumentality of the State of Indiana, including, without limitation, the Indiana Tort Claims Act, its aggregate liability limits, and its bar to liability for punitive damages and for acts or omissions of others.

13. *Insurance:* Prior to any services being provided under this Agreement, School shall furnish to the SSSMC a certificate of insurance showing that the party as comprehensive general liability insurance in the amount of at least \$1,000,000.00 (One Million Dollars) per occurrence and shall list SSSMC as an additional insured on the policy.
14. School authorizes SSSMC and its members to have the option to include School's performance assessment results under IC 20-31-8 when calculating the school corporation's performance assessment. The Parties agree to satisfy the requirements to realize the sharing performance assessment results if requested by SSSMC.
15. *Entire Agreement; Amendment:* This Agreement constitutes the entire Agreement. This Agreement may be amended only in writing by mutual agreement of the parties.
16. *Applicable Law:* The laws of the State of Indiana govern the interpretation and execution of this Agreement. Any lawsuit arising out of this Agreement will be brought in the courts of Marion County, Indiana, and will be governed by the laws of the State of Indiana. All parties to this Agreement will at all times comply with and observe all federal, state, and local laws, ordinances, and regulations in effect during the term of this Agreement.
17. *Independent Relationship:* The parties are at all times independent from each other, and neither party will be considered an agent, servant, partner, employee, or joint venturer of the other party. Notice of any fact by one party will not be considered notice of a fact by another party.
18. *Marks and Sponsorship:* Unless specifically authorized, through a separate written agreement neither party shall use the other party's

name logo, or marks, in any publication, advertising, publicity, or promotion.

19. *Assignment:* Neither Party may assign any right or delegate any duty under this Agreement without prior written consent signed by both parties.
20. *Non-Discrimination:* Both parties certify that they do not unlawfully discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry.
21. *Compliance with E-Verify Program:* Each party shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program.
  - a. Neither party shall knowingly employ or Agreement with an unauthorized alien or retain an employee or Agreement with a person that they subsequently learn is an unauthorized alien.
  - b. Pursuant to I.C. 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming each party's enrollment in the e-verify program shall be filed with the other party prior to the execution of this Agreement.

**Exhibit A**

**Supplemental Tuition Agreement for RISE Learning Center**

Student Name: \_\_\_\_\_ (“Student”)

Student Date of Birth: \_\_\_\_\_

School of Enrollment: \_\_\_\_\_ (“School”)

School agrees to pay tuition at the rate of \$\_\_\_\_\_ per day to Southside Special Services of Marion County (“SSSMC”) while Student is placed at RISE Learning Center pursuant to the Agreement between SSSMC and School. SSSMC agrees to educate the Student pursuant to the same Agreement.

<b><u>School</u></b>	<b><u>SSSMC</u></b>
<u>Signed:</u>	<u>Signed:</u>
<u>By:</u>	<u>By:</u>
<u>Title:</u>	<u>Title:</u>